

**CITY OF ROCHESTER HILLS, MICHIGAN**

**PROJECT: Clinton River Trail Bank Stabilization**

**ITB-RH-10-030 TABULATION**

**Bids Read: May 27, 2010 @ 3:00 P.M.**

<b>NAME</b>	Man Con Michigan Inc
<b>ADDRESS</b>	5225 22 Mile Road Shelby Township MI 48317
Total Amount Division 1	\$122,035.00
Total Amount Division 2	\$23,530.00
Total Amount Division 3	\$22,195.00
Total Amt All Divisions	\$167,760.00
Alternate:	\$3,000.00
Bid Bond Provided	yes

<b>NAME</b>	Inland Lakes Landscaping Corp
<b>ADDRESS</b>	560 South Telegraph Pontiac MI 48341
Total Amount Division 1	\$79,099.00
Total Amount Division 2	\$20,849.00
Total Amount Division 3	\$43,278.00
Total Amt All Divisions	\$143,226.00
Alternate:	\$5,577.00
Bid Bond Provided	Yes

**BID  
FOR  
CLINTON RIVER TRAIL BANK STABILIZATION  
CITY OF ROCHESTER HILLS  
OAKLAND COUNTY, MICHIGAN**

City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

Bids Due: Thursday, May 27, 2010  
On or Before 3:00:00 pm, Local Time

Name of Bidder: Inland Lakes Landscaping Corp.  
Address: 560 S. Telegraph, Pontiac, MI 48341  
Date: 5/26/10 Telephone: 248.338.8088 Fax: 248.338.6705

The above, as bidder, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding, and that he has examined the plans, specifications, and all other information referenced in the Instructions to Bidders, and is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to the performance of the Contract.

The bidder acknowledges that he has not received or relied upon any representations or warranties of any nature whatsoever from the City of Rochester Hills, its agents or employees, as to any conditions to be encountered in accomplishing the work and that his bid is based solely upon the bidder's own independent judgment.

The above, as bidder, hereby certifies that he has examined the plans, specifications, and other data provided by the Owner for bidding purposes. Further, the undersigned certifies that he has reviewed the proposed construction methods and finds them acceptable for the conditions which he anticipates from the information provided for bidding.

The Bidder hereby declares that the he/she has inspected the site of work and further declares that no charges in addition to the Individual Unit Prices shall be made on account of any job circumstances or field conditions which were present and/or ascertainable prior to the bidding. In addition, The Contractor, as such and as Bidder, shall make his own determination as to existing soil conditions and he shall also complete the work under whatever conditions he may create by his own sequence of construction, construction methods, or other conditions he may create, at no additional cost to the Owner.

The above, as Bidder, declares that he has familiarized himself with the location of the proposed Clinton River Trail Bank Stabilization Project and appurtenant construction in the City of Rochester Hills, Oakland County, Michigan, and the conditions under which it must be constructed; also that he has carefully examined the Plans, Specifications, and Contract Documents which he understands and accepts as sufficient for the purpose of constructing said Clinton River Trail Bank Stabilization Project, and appurtenant work, and agrees that he will contract with the City of Rochester Hills to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the City of Rochester Hills, in strict accordance with the Owner's General Conditions, and with the full intent of the Drawings and Specifications,

prepared by Hubbell, Roth & Clark, Consulting Engineers, and that he will accept in full payment therefore the sum of:

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
<u>Division 1 – Main Stabilization Area</u>			
1. Mobilization		@ Lump Sum	= \$ 2330
2. Earth Excavation	560 cyd	@ \$ 10	= \$ 5600
3. Earth Placement	280 cyd	@ \$ 12	= \$ 3360
4. Grading	0.35 ac	@ \$ 1500	= \$ 525
5. Rock Rootwad Vane	1 ea	@ \$ 7800	= \$ 7800
6. J-Hook Rootwad Vane	1 ea	@ \$ 7800	= \$ 7800
7. Seed Mix "A"	37 lbs	@ \$ 55	= \$ 2035
8. On-site River Gravel Fill	450 cyd	@ \$ 25	= \$ 11,250
9. Imported River Gravel Fill	100 cyd	@ \$ 85	= \$ 8500
10. Silt Fence	500 lft	@ \$ 2	= \$ 1000
11. Construction Fencing	400 lft	@ \$ 3	= \$ 1200
12. Tree Removal and Salvage		@ Lump Sum	= \$ 2500
13. Coir RECP (NAG C125BN)	720 syd	@ \$ 1.90	= \$ 1368
14. Boulders (12"-24")	150 cyd	@ \$ 90	= \$ 13,500
15. Compost Planting Medium	45 cyd	@ \$ 45	= \$ 2025
16. Straw Wattles	30 lft	@ \$ 5	= \$ 150
17. Temporary Gravel Access Drive		@ Lump Sum	= \$ 1000
18. Cornus Sericea – Gallon Pots	42 ea	@ \$ 18	= \$ 756
19. Cornus Amonum – Gallon Pots	12 ea	@ \$ 20	= \$ 240
20. Physocarpus Opulifolius – Gallon Pots	3 ea	@ \$ 25	= \$ 75
21. Salix Interior – Gallon Pots	3 ea	@ \$ 25	= \$ 75
22. Plant Plugs (Elymus riparius)	570 ea	@ \$ 5	= \$ 2850
23. Traffic Control		@ Lump Sum	= \$ 1330
24. Soil Erosion and Sediment Control		@ Lump Sum	= \$ 1830
Total Amount – Division 1			\$ 79,099

Division 2 – West Area (Upstream)

1. Mobilization		@ Lump Sum	= \$ 1000
2. Earth Placement	265 cyd	@ \$ 12	= \$ 3180
3. Grading	0.1 ac	@ \$ 2500	= \$ 250
4. Seed Mix "A"	2 lbs	@ \$ 75	= \$ 150
5. On-site River Gravel Fill	110 cyd	@ \$ 30	= \$ 3300
6. Imported River Gravel Fill	72 cyd	@ \$ 85	= \$ 6120
7. Tree Removal and Salvage		@ Lump Sum	= \$ 3156
8. Coir RECP (NAG C125BN)	240 syd	@ \$ 2.50	= \$ 600
9. Habitat Boulders (15-24")	24 ea	@ \$ 30	= \$ 720
10. Boulders (12"-24")	20 cyd	@ \$ 90	= \$ 1800
11. Cornus Sericea – Gallon Pots	21 ea	@ \$ 18	= \$ 378
12. Cornus Amonum – Gallon Pots	6 ea	@ \$ 20	= \$ 120

13. Physocarpus Opulifolius – Gallon Pots	1 ea	@ \$ <u>25</u>	= \$ <u>25</u>
14. Salix Interior – Gallon Pots	2 ea	@ \$ <u>25</u>	= \$ <u>50</u>
Total Amount – Division 2			\$ <u>20,849</u>

Division 3 – East Area (Downstream)

1. Mobilization		@ Lump Sum	= \$ <u>2000</u>
2. Earth Excavation	165 cyd	@ \$ <u>10</u>	= \$ <u>1650</u>
3. Earth Placement	180 cyd	@ \$ <u>12</u>	= \$ <u>2160</u>
4. Grading	0.05 ac	@ \$ <u>4000</u>	= \$ <u>200</u>
5. Seed Mix "A"	1 lbs	@ \$ <u>100</u>	= \$ <u>100</u>
6. On-site River Gravel Fill	32 cyd	@ \$ <u>35</u>	= \$ <u>1120</u>
7. Imported River Gravel Fill	361 cyd	@ \$ <u>85</u>	= \$ <u>30,685</u>
8. Tree Removal and Salvage		@ Lump Sum	= \$ <u>2862</u>
9. Coir RECP (NAG C125BN)	240 syd	@ \$ <u>2.50</u>	= \$ <u>600</u>
10. Habitat Boulders (15"-24")	12 ea	@ \$ <u>30</u>	= \$ <u>360</u>
11. Boulders (12"-24")	15 cyd	@ \$ <u>90</u>	= \$ <u>1350</u>
12. Cornus Sericea – Gallon Pots	7 ea	@ \$ <u>18</u>	= \$ <u>126</u>
13. Cornus Amonum – Gallon Pots	2 ea	@ \$ <u>20</u>	= \$ <u>40</u>
14. Salix Interior – Gallon Pots	1 ea	@ \$ <u>25</u>	= \$ <u>25</u>

Total Amount – Division 3 \$ 43,278

**TOTAL AMOUNT OF BID – ALL DIVISIONS** \$ 143,226<sup>00</sup>

**ALTERNATE:**

In the event the City does not proceed with Division 2, removal and disposal of dirt material to an off-site location

300 yds @ \$ 18<sup>59</sup> = \$ 5577<sup>00</sup>

Use / Lose on site

Voluntary Alternates proposed by the Bidder will not be considered. The Bidder shall submit his bid based on the information shown on the Drawings and Specifications.

The Owner, at his sole discretion, reserves the right to award to the Bidder who, in the sole determination of the Owner, will best serve the interest of the Owner. The Owner reserves the right to accept any bid, to reject any or all bids, to waive any and all informalities involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. The Owner reserves the right to delete Divisions 2 and/or 3 from the Contract at his option due to funding constraints. The selected bidder shall not be entitled to additional compensation for any "loss of profit" due to the elimination of Division 2 and/or 3. Also, the Owner reserves the right to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

Each Proposal must be accompanied by a bid deposit in the form of a certified check, cashier's check or bid bond, executed by the bidder and Surety Company, payable to the City of Rochester Hill in the amount of Five Percent (5%) of the amount of the Proposal. See Instructions to Bidders – Bid Deposit for more information.

**TAXES**

The Bidder affirms that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated in this Form of Proposal.

**ADDENDA**

The Bidder acknowledges the following Addenda, covering revisions to the drawings or specifications and the cost, if any, of such revision has been included in the quoted proposal:

Addendum No. <u>1</u>	Dated <u>5/11/10</u>
Addendum No. <u>2</u>	Dated <u>5/14/10</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

**FEES**

The Bidder shall refer to the General Conditions for allowable Fees for additional work performed, upon Owner's written authorization, by Bidder's own forces and/or for additional work, upon Owner's written authorization, by Bidder's subcontractors.

**TIME OF COMPLETION**

**If awarded the Contract for the Clinton River Trail Bank Stabilization Project, we agree to have all work in the river substantially completed by September 30, 2010.** Substantial Completion is defined that all earthwork is completed, final grades have been met, the heavy equipment has been removed from the site, and all plantings have been installed.

The Bidder hereby agrees to furnish the required Bonds, Insurance Certificates, and Policies within ten (10) days after acceptance of this Proposal.

**Final Completion with all clean-up and punch-list items shall be complete by November 1, 2010.**

The execution of all work and specific constraints as described in the contract drawings and specifications, with particular reference to Section 00805 Supplemental Project Notes, must be strictly adhered to.

**LIQUIDATED DAMAGES**

Time is of the essence for completion of this project in order to have the Project ready for the City of Rochester Hills. The Bidder guarantees that he/she can and will complete the work within the time limit stated hereinbefore or within the time as extended as provided elsewhere in the Specifications. Inasmuch as the damage and loss to the Owner which will result from the failure of the Bidder to complete the work within the stipulated time, will be most difficult or impossible to accurately determine, it is mutually agreed that the damages to the Owner for such delay and failure on the part of the Bidder, the Contractor shall pay the City the amount of any grant funds that the City is entitled and unable to collect due to the Contractor's inability to complete the project within the required timeline as liquidated damages.

The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages, and in case those amounts are less than the amount of actual liquidated damages, the Bidder shall pay the difference upon demand of the Owner.

**BIDS TO REMAIN FIRM**

The price stated in this Proposal shall be guaranteed for a period of not less than 120 days from the bid due date and if authorized to proceed within that period, the bidder agrees to complete the work covered by the Proposal at said price.

If this Proposal is accepted by the Owner and the undersigned shall fail to contract as aforesaid and to furnish the required surety bonds within ten (10) days after being notified of the acceptance of his/her bid, then the undersigned shall be considered to have abandoned the contract, and the Certified Check, Cashier's Check or Bid Bond accompanying this Proposal shall be forfeited to the City of Rochester Hills.

If the undersigned enters into the contract in accordance with his/her proposal, or if his/her proposal is not accepted, then the accompanying bid guarantee shall be returned to the undersigned.

Company Name: Inland Lakes Landscaping Corp.  
Signature: [Signature] Title: President  
Address: 560 S. Telegraph Ed., Pontiac 48341  
County: Oakland State: MI  
Telephone No.: 248.338.8088 Fax No.: 248.338.6705  
Email Address: inlandlakes@comcast.net